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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re)	Chapter 11 Case
DPH HOLDINGS CORP., <i>et al.</i>)	No. 05-44481 (RDD)
Reorganized Debtors.)	(Jointly Administered)

AFFIDAVIT OF STUART R. SCHWARTZ

STUART R. SCHWARTZ, being duly sworn, deposes and says as follows:

1. I am an individual over the age of 18 years and reside in the Cook County, Illinois. I have personal knowledge of the facts stated herein and am competent to testify concerning them.
2. I am the Senior Vice President of Bank of America, N.A. (the "Bank") and have held that position since at least October 8, 2005. As a Senior Vice President at the Bank, I am in charge of and responsible for administering accounts within the Bank's Special Assets Group.
3. Since approximately October 8, 2005, I have specifically administered that certain (i) Aircraft Lease (N699DA) dated as of March 30, 2001 for a Learjet 60 aircraft (the "Learjet") and (ii) Aircraft Lease (N599DA) dated as of March 30, 2001 for a Bombardier Challenger 604 aircraft (the "Challenger") that were entered into by Fleet National Bank, as

lessor and predecessor-in-interest to the Bank, and SM5105 LLC, as lessee and predecessor-in-interest to Delphi Automotive Systems Human Resources, LLC (“DASHR”). The Learjet and Challenger are referred to each as an “Aircraft.”

4. Pursuant to the respective aircraft leases, the contractual rights and obligations of the Bank and DASHR with respect to the return of each Aircraft were governed by that certain Maintenance and Return Addendum (the “Agreement”) dated the same date of the respective leases and attached thereto. A true and accurate copy of the Agreement and respective leases are attached as Exhibits A and F to the Bank’s Claims.

5. Pursuant to Section II(b) of the Agreement, upon return of each Aircraft to the Bank, all inspections, life limited components and other applicable parts were to have remaining not less than fifty percent (50%) of their available hours, cycles and/or months, as the case may be, until the next scheduled replacement (their “Mid-Life Condition”).

6. The Mid-Life Condition works by setting a 50% target on inspections and components of each Aircraft that are subject to a finite, life-limited period (i.e., number of hours, cycles, or time before they must be performed again or replaced). When an aircraft is returned with a life-limited inspection or component that has less than its 50% life period remaining, Section II(e) of the Agreement requires the lessee to pay the amount of value difference between the remaining life of such inspection or component and the 50% target.

7. Accordingly, the Mid-Life Condition means that the lessee and lessor agree that each life-limited inspection or component will have a minimum of 50% of its useful life remaining at the time each Aircraft is returned to the Bank, and if not, the lessee will pay the amounts determined in accordance with the formula set forth in Section II(e) of the Agreement

for the difference in the value between the 50% target and the actual useful life remaining for such inspection or component.

8. In setting the price of the lease for each Aircraft, the Bank relies on and expects that each Aircraft will be returned in compliance with its Mid-Life Condition requirement, or if not, the Bank will be entitled to receive the Mid-Life Condition economic adjustment to compensate it for the loss on the respective Aircraft.

9. DASHR returned the Learjet and the Challenger to the Bank on or after October 6, 2009.

10. In assisting the Bank in the normal course of enforcing the payment of Mid-Life Condition compensation under aircraft leases, I regularly and customarily rely on the business records of the Bank. The Bank creates and maintains records regarding its aircraft leases as part of its regular business operations, doing so at or near the time of the transactions, inspections, and other events surrounding the aircraft by individuals with knowledge of such. These records are maintained by the Bank as part of its normal business operations. I am familiar with the business records related to the Aircraft.

11. Upon return of each Aircraft, the Bank's aircraft maintenance consultant examined each Aircrafts' electronic maintenance tracking program to determine the status of their respective inspections, limited life components and other parts which were subject to the Mid-Life Condition requirements set forth in Section II(b) of the Agreement.

12. After inspection of the Learjet's electronic maintenance tracking program, the Bank's maintenance consultant prepared a report that detailed that inspections, life limited components and other parts were not in compliance with their Mid-Life Condition requirements

pursuant to the Agreement and that DASHR failed to return the Learjet in compliance with its contractual obligation.

13. DASHR's failure to return the Learjet in compliance with its Mid-Life Condition requirements pursuant to the Agreement resulted in DASHR being contractually obligated to the Bank pursuant to Section II(e) of the Agreement in the amount of \$57,703.07. An itemized spreadsheet for each amount with respect to the Mid-Life Condition economic adjustment for the Learjet is set forth on Exhibit A attached hereto.

14. After inspection of the Challenger's electronic maintenance tracking program, the Bank's maintenance consultant prepared a report that detailed that inspections, life limited components and other parts were not in compliance with their Mid-Life Condition requirements pursuant to the Agreement and that DASHR failed to return the Challenger in compliance with its contractual obligation.

15. DASHR's failure to return the Challenger in compliance with its Mid-Life Condition requirements pursuant to the Agreement resulted in DASHR being contractually obligated to the Bank pursuant to Section II(e) of the Agreement in the amount of \$131,214.20. An itemized spreadsheet for each amount with respect to the Mid-Life Condition economic adjustment for the Challenger is set forth on Exhibit B attached hereto.

16. By not returning each Aircraft in compliance with its Mid-Life Condition requirement, each Aircraft experienced depreciation not permitted under the Agreement, and therefore DASHR was required to pay for the additional and excessive wear and tear pursuant to Section II(e) of the Agreement.

17. Section II(b) of the Agreement also required that each Aircraft was to be returned to the Bank with all inspections and scheduled maintenance required to be performed on the

airframe, engines and all life limited parts and components to have been performed within one hundred twenty (120) days of the date of return and within one hundred (100) hours of operation from the Aircraft's total hours of operation at the time of the return (the "Inspection and Maintenance Requirement").

18. The purpose of the Inspection and Maintenance Requirement was to ensure that upon return of each Aircraft, it is up to date on its inspections and maintenance so that it may be released or resold in the marketplace.

19. The Bank's maintenance consultant examined the electronic maintenance tracking program to determine if DASHR complied with the Inspection and Maintenance Requirement prior to return of the Aircraft.

20. After examination of the Learjet's electronic maintenance tracking program, the Bank's maintenance consultant prepared a report and business record detailing that the Learjet was not in compliance with the Inspection and Maintenance Requirement set forth in Section II(e) of the Agreement and that DASHR failed to perform its contractual obligation.

21. The Bank incurred out-of-pocket costs to perform the inspection and maintenance required by the Inspection and Maintenance Requirement in the amount of \$9,191.63 for the Learjet. An itemized spreadsheet for each amount with respect to the Inspection and Maintenance Requirement for the Learjet is set forth on Exhibit C attached hereto

22. After examination of the Challenger's electronic maintenance tracking program, the Bank's maintenance consultant prepared a report detailing that the Challenger was not in compliance with the Inspection and Maintenance Requirement set forth in Section II(e) of the Agreement and that DASHR failed to perform its contractual obligation.

23. The Bank incurred out-of-pocket costs to perform the inspection and maintenance required by the Inspection and Maintenance Requirement in the amount of \$390,733.27 for the Challenger. An itemized spreadsheet for each amount with respect to the Inspection and Maintenance Requirement for the Challenger is set forth on Exhibit D attached hereto

24. Because DASHR did not perform the inspections and maintenance required by the Inspection and Maintenance Requirement, the Bank was required to perform such inspections and maintenance in order to prepare each Aircraft for resale or release.

25. Pursuant to the terms of the Aircraft leases, DASHR was to pay a “Remarketing Fee” upon the return of the Challenger and the Learjet. The provisions relating to the Remarketing Fee are contained in Section II(a) of the Maintenance and Return Addendum (“M&R Addendum”) and Schedules Numbered 2 and 2-A to Lease Supplement Number 1 (the “Schedules”) to the two leases. Section II(a) of the M&R Addendum states as follows: “[U]pon the return of the Aircraft, upon the expiration or other termination of this Lease (whether following an Event of Default or otherwise), Lessee shall pay to Lessor the Remarketing Fee.” The Schedules for the Learjet lease provide that the Remarketing Fee is calculated by multiplying the Lessor’s Cost of the Learjet (*viz.*, \$11,125,200) by .09 (the “Learjet Factor”), which equals \$1,001,268. The Schedules for the Challenger lease provide that the Remarketing Fee is calculated by multiplying the Lessor’s Cost of the Challenger (*viz.*, \$24,222,209) by .07 (the “Challenger Factor”), which equals \$1,690,483.20. The references in the Schedules to the Learjet Factor and the Challenger Factor are meant and understood in the corporate aircraft industry to be applicable to the “Lessor’s Cost” of leased aircraft.

26. I understand that the Consent Order creating the cash collateral account entered by this Court on December 23, 2005, recognized the first priority security interest of the Bank in the charter revenues deposited in this account and provided that this security interest would continue “without any additional action, including filing in the public records or otherwise, or any need to notify any entity.” Consent Order, ¶ 1. I also note that Delphi’s First Amended Joint Plan of Reorganization confirmed by this Court in July, 2009, continued these liens post-confirmation in Section 5.1 of that document. Notwithstanding the Consent Order’s direction that the Bank need not make any public filings with respect to this cash collateral, the Bank nonetheless continued its financing statements and made other UCC filings with the Delaware Secretary of State affecting its security interest in this collateral. True and accurate copies of of summaries of these filings are attached hereto as Exhibit E.

Further affiant saith not.

I affirm under the penalties of perjury that the foregoing is true and accurate.

/s/Stuart R. Schwartz

Stuart R. Schwartz

EXHIBIT A

Mid-Life Condition Adjustment for the Learjet

Midlife/ 50% Use Economic Adjustment Spreadsheet

Aircraft: Lear 60, S/N 60 237, N699DA, Pentastar Aviation, LLC

Item	% used over Midlife	cost to correct	Lessee Responsibility
05-10-02-A1 -A6, labor and squawks	30%	\$ 4,260.00	\$ 1,278.00
05-10-07-B1-B6, labor and squawks	31%	\$ 12,828.00	\$ 3,976.68
05-10-25-3000 LDG	30%	\$ 11,730.00	\$ 3,519.00
05-10-27-12 YR	31%	\$ 75,100.00	\$ 23,281.00
05-PATS-490005	31%	\$ 92.00	\$ 28.52
05-PATS-490001	31%	\$ 782.00	\$ 242.42
05-PATS-490002	30%	\$ 782.00	\$ 234.60
05-PATS-490004	30%	\$ 92.00	\$ 27.60
212007A	30%	\$ 920.00	\$ 276.00
212008	30%	\$ 644.00	\$ 193.20
215007A	30%	\$ 2,332.00	\$ 699.60
243001	30%	\$ 3,276.00	\$ 982.80
243001A	23%	\$ 3,276.00	\$ 753.48
243002	16%	\$ 3,276.00	\$ 524.16
243002A	36%	\$ 3,276.00	\$ 1,179.36
243049B	19%	\$ 363.00	\$ 68.97
243050B	39%	\$ 363.00	\$ 141.57
243062A	5%	\$ 317.00	\$ 15.85
243062B	44%	\$ 272.00	\$ 119.68
243063A	44%	\$ 317.00	\$ 139.48
243063B	21%	\$ 272.00	\$ 57.12
256061	12%	\$ 106.00	\$ 12.72
256062	30%	\$ 106.00	\$ 31.80
256063	40%	\$ 106.00	\$ 42.40
256064	40%	\$ 106.00	\$ 42.40
256065	9%	\$ 106.00	\$ 9.54
256066	9%	\$ 106.00	\$ 9.54
256067	20%	\$ 106.00	\$ 21.20
256071	20%	\$ 106.00	\$ 21.20
256072	19%	\$ 106.00	\$ 20.14
256076B	6%	\$ 46.00	\$ 2.76
256078A	6%	\$ 46.00	\$ 2.76
256202-701	35%	\$ 1,092.00	\$ 382.20
95-25-10-OMR-90115	18%	\$ 5.00	\$ 0.90
95-25-60-OPT-90106	20%		\$ -
05-PATS-490002A	20%	\$ 46.00	\$ 9.20
262013A	45%	\$ 46.00	\$ 20.70
262014A	45%	\$ 46.00	\$ 20.70
262041A	45%	\$ 46.00	\$ 20.70
262042A	45%	\$ 46.00	\$ 20.70
262050D	13%	\$ 92.00	\$ 11.96
262051A	45%	\$ 46.00	\$ 20.70
262051B	12%	\$ 135.00	\$ 16.20
262052A	45%	\$ 46.00	\$ 20.70
262052B	20%	\$ 135.00	\$ 27.00
262057	36%	\$ 454.00	\$ 163.44
05-11-00-E2710010	22%	\$ 196.00	\$ 43.12
05-11-00-E2760061	8%	\$ 2,518.00	\$ 201.44
05-11-00-E2760062	8%	\$ 16.00	\$ 1.28
05-11-00-E2760063	8%	\$ 13.00	\$ 1.04
05-11-00-E2760064	8%	\$ 8.00	\$ 0.64

Midlife/ 50% Use Economic Adjustment Spreadsheet

Aircraft: Lear 60, S/N 60 237, N699DA, Pentastar Aviation, LLC

Item	% used over Midlife	cost to correct	Lessee Responsibility
05-11-00-G2740011	16%	\$ 624.00	\$ 99.84
05-11-00-G2750034	16%	\$ 132.00	\$ 21.12
274013	32%	\$ 3,856.00	\$ 1,233.92
276001	8%	\$ 32,151.00	\$ 2,572.08
276002	8%	\$ 32,151.00	\$ 2,572.08
05-10-29-L2812002	43%	\$ 552.00	\$ 237.36
05-10-29-L2812010	43%	\$ 1,472.00	\$ 632.96
05-10-29-L2812020	43%	\$ 1,472.00	\$ 632.96
05-11-00-G2820003	16%	\$ 3,162.00	\$ 505.92
05-11-00-G2900001	16%	\$ 1,092.00	\$ 174.72
312001A	44%	\$ 140.00	\$ 61.60
312002A	44%	\$ 140.00	\$ 61.60
05-11-00-E3211074	23%	\$ 6,024.00	\$ 1,385.52
05-11-00-G3233007	16%	\$ 1,522.00	\$ 243.52
05-10-30-RVSM-L3411015	36%	\$ 1,288.00	\$ 463.68
341020A	30%	\$ 205.00	\$ 61.50
341020B	30%	\$ 205.00	\$ 61.50
341025A	30%	\$ 205.00	\$ 61.50
341025B	30%	\$ 205.00	\$ 61.50
345079A	36%	\$ 276.00	\$ 99.36
345080A	36%	\$ 276.00	\$ 99.36
352007A	42%	\$ 513.00	\$ 215.46
352040	30%	\$ 1,092.00	\$ 327.60
361037A	35%	\$ 881.00	\$ 308.35
361038A	35%	\$ 881.00	\$ 308.35
383030	42%	\$ 46.00	\$ 19.32
05-10-29-L5210025	44%	\$ 92.00	\$ 40.48
524001	31%	\$ 92.00	\$ 28.52
05-10-30-RVSM-N5313000	31%	\$ 184.00	\$ 57.04
05-11-00-E5322000	16%	\$ 728.00	\$ 116.48
			<u>\$ 51,703.37</u>

Based onb the following information as supplied by the lessee:

Date:

Aircraft Total Time:

Aircraft Cycles:

EXHIBIT B

Mid-Life Condition Adjustment for the Learjet

Midlife/ 50% Use Economic Adjustment Spreadsheet

Aircraft: CL-604, S/N 5498, N599DA, Pentastar Aviation, LLC

Item	% used over Midlife	cost to correct	Lessee Responsibility
050017 800hr	23%	\$ 22,738.00	\$ 5,229.74
050029-1 4800hr	24%	\$ 15,343.00	\$ 3,682.32
050029-2 6400hr	5%	\$ 1,940.00	\$ 97.00
050044 24 month	26%	\$ 12,419.00	\$ 3,228.94
050048 48 month	38%	\$ 13,913.00	\$ 5,286.94
050096 96 month including gear inspection	45%	\$ 236,397.00	\$ 106,378.65
22-22-00-101	24%	\$ 180.00	\$ 43.20
23-00-CUS-9001	22%	\$ 285.00	\$ 62.70
24-23-00-101	26%	\$ 95.00	\$ 24.70
243204-001A	19%	\$ 320.00	\$ 60.80
25-00-ICT-9013	10%	\$ 95.00	\$ 9.50
25-00-ICT-9531	26%	\$ 95.00	\$ 24.70
257005-701A	30%	\$ 1,095.00	\$ 328.50
258082-701	33%	\$ 743.00	\$ 245.19
258280-701	33%	\$ 948.00	\$ 312.84
259900-702	23%	\$ 53.00	\$ 12.19
259900-703	23%	\$ 53.00	\$ 12.19
259900-704	7%	\$ 53.00	\$ 3.71
259900-705	12%	\$ 1,095.00	\$ 131.40
26-00-ICT-9001	37%	\$ 95.00	\$ 35.15
260017-701	27%	\$ 948.00	\$ 255.96
260017-702	35%	\$ 948.00	\$ 331.80
260017-703	33%	\$ 948.00	\$ 312.84
260017-704	33%	\$ 948.00	\$ 312.84
260017-705	33%	\$ 948.00	\$ 312.84
260017-706	33%	\$ 948.00	\$ 312.84
260017-707	33%	\$ 948.00	\$ 312.84
260017-708	33%	\$ 948.00	\$ 312.84
260017-709	33%	\$ 948.00	\$ 312.84
262104-001A	15%	\$ 765.00	\$ 114.75
262104-002A	15%	\$ 765.00	\$ 114.75
262204-001A	15%	\$ 625.00	\$ 93.75
262207-003	33%	\$ 862.00	\$ 284.46
262207-004	33%	\$ 862.00	\$ 284.46
262301-001A	13%	\$ 128.00	\$ 16.64
262301-002A	20%	\$ 128.00	\$ 25.60
262301-003A	20%	\$ 128.00	\$ 25.60
262301-004A	38%	\$ 128.00	\$ 48.64
27-35-01-105	24%	\$ 380.00	\$ 91.20
27-51-04-101	24%	\$ 95.00	\$ 22.80
273404-001A	24%	\$ 95.00	\$ 22.80
273404-002A	24%	\$ 95.00	\$ 22.80
273404-003A	24%	\$ 95.00	\$ 22.80
273404-004A	24%	\$ 95.00	\$ 22.80
30-11-00-101	5%	\$ 475.00	\$ 23.75
33-00-ICT-9004	10%	\$ 190.00	\$ 19.00
341201-001B	47%	\$ 380.00	\$ 178.60
345401-001A	47%	\$ 285.00	\$ 133.95
345401-002A	47%	\$ 285.00	\$ 133.95
351101-001	8%	\$ 485.00	\$ 38.80

Midlife/ 50% Use Economic Adjustment Spreadsheet

Aircraft: CL-604, S/N 5498, N599DA, Pentastar Aviation, LLC

Item	% used over Midlife	cost to correct	Lessee Responsibility
351101-002	6%	\$485.00	\$ 29.10
353016-701A	19%	\$295.00	\$ 56.05
36-21-00-101	5%	\$380.00	\$ 19.00
38-00-ICT-9006	38%	\$240.00	\$ 91.20
49-20-00-205	21%	\$190.00	\$ 39.90
53-10-00-106	15%	\$190.00	\$ 28.50
55-20-00-101	18%	\$3,980.00	\$ 716.40
56-10-00-101	15%	\$190.00	\$ 28.50
57-10-00-103	13%	\$570.00	\$ 74.10
57-10-00-107	30%	\$180.00	\$ 54.00
57-10-00-110	25%	\$180.00	\$ 45.00
57-10-00-112	38%	\$180.00	\$ 68.40
57-10-00-117	43%	\$180.00	\$ 77.40
57-10-00-118	21%	\$95.00	\$ 19.95
57-10-00-123	12%	\$180.00	\$ 21.60
57-10-00-128	46%	\$180.00	\$ 82.80
71-10-00-102	6%	\$540.00	\$ 32.40
95-00-CUS-9001	18%	\$0.00	\$ -
		\$ 321,543.00	\$ 131,214.20

Based on the following information as supplied by the lessee:

Date:

Aircraft Total Time:

Aircraft Cycles:

EXHIBIT C

Inspections and Maintenance Performed for the Learjet

Delphi Expenses

Customer 4078900
Unit 4209632

Lear 60 s/n 237

<u>Vendor</u>	<u>Date</u>	<u>Amount</u>	<u>Invoice #</u>	<u>Sent for Processing</u>	<u>G/L Acct.</u>
Paul Kjeseth	7/15/2009	618.75	2009-1	8/10/2009	653503
Clinton S. Camp	11/30/2009	1,326.98	20090334	12/7/2009	635200
Pentastar Aviation	11/30/2009	7,060.31	INV20096217	12/7/2009	622050
Ronald N. Terry	11/30/2009	750.00	20091130	12/7/2009	635200
Dallas Jet	12/1/2009	-2,979.00		12/10/2009	622050
John Bucher	12/8/2009	1,448.73	200900064	12/17/2009	622150
John Bucher	12/1/2009	965.86	200900062	12/17/2009	622150
Total		\$ 9,191.63			

EXHIBIT D

Inspections and Maintenance Performed for the Challenger

Delphi Expenses
Challenger 604

customer 4078900
unit 4209624

<u>Vendor</u>	<u>Date</u>	<u>Amount</u>	<u>Invoice #</u>	<u>Sent for Processing</u>	<u>G/L Acct.</u>
Paul Kjeseth	7/15/2009	618.75	2009-1	8/10/2009	653503
Honeywell	9/1/2009	2,546.25	70203495	10/30/2009	
Pentastar	11/3/2009	8,444.47	103315		
West Star Aviation	11/4/2009	85,000.00	20363	11/5/2009	
John Bucher	11/5/2009	1,295.02	200900057	11/10/2009	622150
Justin Chadwick Lawson	11/3/2009	1,563.15	20091103	11/10/2009	635200
Pentastar	11/4/2009	3,805.25	INV20096173	11/10/2009	622050
Craig H. Nelson	11/23/2009	1,820.59	20095498	12/7/2009	635200
GE Engine Services, Inc.	12/9/2009	539.22	FMOFI0902338	12/16/2009	622050
Honeywell	11/30/2009	101.85	70203497	12/28/2009	622150
Controller	1/8/2010	1,320.00	1241581	1/12/2010	622150
West Star Aviation	1/12/2010	220,000.00	GJT10-00585	1/14/2010	622050
John Bucher	12/15/2009	1,691.36	200900065	1/14/2010	622150
air bp/West Star	1/19/2010	9,900.39	110042	n/a/	
Craig H. Nelson	1/25/2010	2,929.14	20105498	1/27/2010	635200
Justin Chadwick Lawson	1/20/2010	3,055.89	20100119	1/27/2010	635200
West Star Aviation	1/28/2010	43,880.10	GJT10-01865	2/1/2010	622050
GE Engine Services, Inc.	2/12/2010	431.38	FMOFI1000410	2/12/2010	622050
John Bucher	1/15/2010	1,066.21	20100003	2/22/2010	653503
John Bucher	1/20/2010	724.25	20100004	2/22/2010	653503

Total \$ 390,733.27

EXHIBIT E

Delaware UCC Filings

GRDS01 419115v4

Delaware

PAGE 1

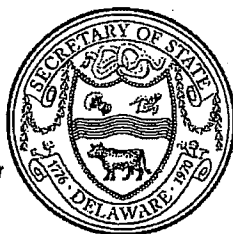
The First State

CERTIFICATE

SEARCHED APRIL 14, 2011, AT 11:41 A.M.
FOR DEBTOR "DELPHI AUTOMOTIVE SYSTEMS HUMAN RESOURCES, LLC"

1 OF 3 FINANCING STATEMENT 40699530
EXPIRATION DATE: MARCH 9, 2014
DEBTOR: DELPHI AUTOMOTIVE SYSTEMS HUMAN RESOURCES LLC
5725 DELPHI DRIVE ADDED 03-09-04
TROY MI 48098 REMOVED 03-08-11
DEBTOR: DPH-DAS HUMAN RESOURCES LLC
5725 DELPHI DRIVE ADDED 03-08-11
TROY MI 48098
SECURED: FLEET NATIONAL BANK C/O FLEET CAPITAL CORPORATION
ADDED
REMOVED 02-22-11
SECURED: FLEET NATIONAL BANK
ONE FINANCIAL PLAZA
PROVIDENCE RI 02903 ADDED 03-09-04
SECURED: BANK OF AMERICA, N.A.
C/O BANC OF AMERICA LEASING & CA ADDED 02-22-11
PITAL LLC ONE FINANCIAL PLAZA
PROVIDENCE RI 02903
F I L I N G H I S T O R Y
40699530 FILED 03-09-04 AT 11:00 A.M. FINANCING STATEMENT
90300811 FILED 01-29-09 AT 12:52 P.M. CONTINUATION
10652688 FILED 02-22-11 AT 4:26 P.M. AMENDMENT
10853815 FILED 03-08-11 AT 3:37 P.M. AMENDMENT

2 OF 3 FINANCING STATEMENT 40699555
EXPIRATION DATE: MARCH 9, 2014
DEBTOR: DELPHI AUTOMOTIVE SYSTEMS HUMAN RESOURCES LLC
5725 DELPHI DRIVE ADDED 03-09-04
TROY MI 48098 REMOVED 03-08-11
DEBTOR: DPH-DAS HUMAN RESOURCES LLC
5725 DELPHI DRIVE ADDED 03-08-11
TROY MI 48098
SECURED: FLEET NATIONAL BANK C/O FLEET CAPITAL CORPORATION
ADDED
REMOVED 02-22-11



20111404378UCXN

110415194

AUTHENTICATION: 8693700

DATE: 04-14-11

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Delaware

PAGE 2

The First State

SECURED: FLEET NATIONAL BANK
ONE FINANCIAL PLAZA
PROVIDENCE RI 02903 ADDED 03-09-04

SECURED: BANK OF AMERICA, N.A.
C/O BANC OF AMERICA LEASING & CA
PITAL LLC ONE FINANCIAL PLAZA
PROVIDENCE RI 02903 ADDED 02-22-11

F I L I N G H I S T O R Y

40699555 FILED 03-09-04 AT 11:00 A.M. FINANCING STATEMENT
90300746 FILED 01-29-09 AT 12:48 P.M. CONTINUATION
10652795 FILED 02-22-11 AT 4:30 P.M. AMENDMENT
10854011 FILED 03-08-11 AT 3:43 P.M. AMENDMENT

3 OF 3 FINANCING STATEMENT 70128990
EXPIRATION DATE: JANUARY 10, 2012

DEBTOR: DELPHI AUTOMOTIVE SYSTEMS HUMAN RESOURCES LLC
5725 DELPHI DRIVE TROY MI 48098 ADDED 01-10-07

SECURED: J.P. MORGAN CHASE BANK, N.A., AS AGENT
P.O. BOX 2558 HOUSTON TX 77252 ADDED 01-10-07

F I L I N G H I S T O R Y

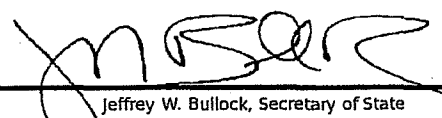
70128990 FILED 01-10-07 AT 2:48 P.M. FINANCING STATEMENT
93227631 FILED 10-07-09 AT 7:41 P.M. TERMINATION
E N D O F F I L I N G H I S T O R Y

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE
ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING
STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS
FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, AS OF MARCH
31, 2011 AT 11:59 P.M.



20111404378UCXN

110415194


Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 8693700

DATE: 04-14-11

Delaware

PAGE 1

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CERTIFICATE

SEARCHED APRIL 14, 2011, AT 11:40 A.M.
FOR DEBTOR "DPH-DAS HUMAN RESOURCES LLC"

1 OF 2 FINANCING STATEMENT 40699530
EXPIRATION DATE: MARCH 9, 2014
DEBTOR: DELPHI AUTOMOTIVE SYSTEMS HUMAN RESOURCES LLC
5725 DELPHI DRIVE ADDED 03-09-04
TROY MI 48098 REMOVED 03-08-11
DEBTOR: DPH-DAS HUMAN RESOURCES LLC
5725 DELPHI DRIVE ADDED 03-08-11
TROY MI 48098
SECURED: FLEET NATIONAL BANK C/O FLEET CAPITAL CORPORATION
ADDED
REMOVED 02-22-11
SECURED: FLEET NATIONAL BANK
ONE FINANCIAL PLAZA
PROVIDENCE RI 02903 ADDED 03-09-04
SECURED: BANK OF AMERICA, N.A.
C/O BANC OF AMERICA LEASING & CA ADDED 02-22-11
PITAL LLC ONE FINANCIAL PLAZA
PROVIDENCE RI 02903
F I L I N G H I S T O R Y
40699530 FILED 03-09-04 AT 11:00 A.M. FINANCING STATEMENT
90300811 FILED 01-29-09 AT 12:52 P.M. CONTINUATION
10652688 FILED 02-22-11 AT 4:26 P.M. AMENDMENT
10853815 FILED 03-08-11 AT 3:37 P.M. AMENDMENT

2 OF 2 FINANCING STATEMENT 40699555
EXPIRATION DATE: MARCH 9, 2014
DEBTOR: DELPHI AUTOMOTIVE SYSTEMS HUMAN RESOURCES LLC
5725 DELPHI DRIVE ADDED 03-09-04
TROY MI 48098 REMOVED 03-08-11
DEBTOR: DPH-DAS HUMAN RESOURCES LLC
5725 DELPHI DRIVE ADDED 03-08-11
TROY MI 48098
SECURED: FLEET NATIONAL BANK C/O FLEET CAPITAL CORPORATION
ADDED
REMOVED 02-22-11



20111404352UCXN

110415189

AUTHENTICATION: 8693699

DATE: 04-14-11

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Delaware

PAGE 2

The First State

SECURED: FLEET NATIONAL BANK
ONE FINANCIAL PLAZA
PROVIDENCE

RI 02903

ADDED 03-09-04

SECURED: BANK OF AMERICA, N.A.

C/O BANC OF AMERICA LEASING & CA
PITAL LLC ONE FINANCIAL PLAZA
PROVIDENCE

RI 02903

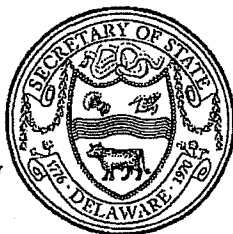
ADDED 02-22-11

F I L I N G H I S T O R Y

40699555 FILED 03-09-04 AT 11:00 A.M. FINANCING STATEMENT
90300746 FILED 01-29-09 AT 12:48 P.M. CONTINUATION
10652795 FILED 02-22-11 AT 4:30 P.M. AMENDMENT
10854011 FILED 03-08-11 AT 3:43 P.M. AMENDMENT


E N D O F F I L I N G H I S T O R Y

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31, 2011 AT 11:59 P.M.



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Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 8693699

DATE: 04-14-11